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UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA

CITIZENS OF HUMANITY, LLC,  
a Delaware LLC,

Plaintiff,

v.

HUMANITY, LLC, a California  
LLC; TAMMY HOTSENPILLAR,  
an individual; HELENA CHO, an  
individual; and DOES 1 through 10,  
inclusive,

Defendants.

Case No. 10-cv-01236-JST(VBKx)

**JUDGMENT**

1 Plaintiff Citizens Of Humanity, LLC (“Citizens”), defendants Humanity,  
2 LLC (“Humanity”), Tammy Hotsenpiller (“Hotsenpiller”) (erroneously sued as  
3 Hotsenpillar) and Helena Cho (“Cho”), and non-parties David Chang (“D. Chang”),  
4 Michael Chang (“M. Chang”), AND Apparel, Inc. (“AND Apparel”), and Make A  
5 Difference, LLC (“Difference”) (collectively the “Parties”) having filed a joint  
6 motion for entry of stipulated judgment, and good cause therefor appearing, the  
7 Court enters judgment as follows:

8 1. Except as expressly provided below in this paragraph and paragraph 3,  
9 defendants Humanity, Hotsenpiller and Cho, non-parties D. Chang, M. Chang,  
10 AND Apparel and Difference, and each of their owners, directors, officers,  
11 managers, and agents, and all others acting in concert with them (hereinafter  
12 referred to collectively as “Defendants”) are permanently enjoined from using the  
13 word “Humanity” on products, packaging, websites, marketing materials, in  
14 advertising, as part of a domain name, or in any way in conjunction with  
15 Defendants’ businesses, or as part of a trademark, or as an identifier of Defendants,  
16 or any of their businesses. Notwithstanding the foregoing, defendant Hotsenpiller  
17 may continue to use the website atasteofhumanity.com solely for the purpose of  
18 selling a cook book with the name “Taste of Humanity”.

19 2. Defendants are required to deliver, and represent that they have  
20 already delivered, to plaintiff Citizens all remaining inventory of Humanity brand  
21 t-shirts. Citizens shall have the right to dispose of this inventory as Citizens sees  
22 fit.

23 3. Defendants are required to provide, and represent that they have  
24 already provided, Citizens with a written report (as amended on March 21, 2011)  
25 listing Defendants’ entire inventory of bracelets bearing the word “Humanity,” as  
26 of February 18, 2011, which report includes style and quantity of inventory on hand  
27 and to be received, including work in process. The bracelets listed on this report  
28 shall hereinafter be referred to as the “Remaining Bracelet Inventory”. Defendants

1 shall have until June 17, 2011 to sell the Remaining Bracelet Inventory the total of  
2 which shall not exceed 45,000 bracelets. During this sell-off period, Defendants  
3 have no obligation to alter any marks attached to the bracelets. Beginning on  
4 March 10, 2011, and on the tenth day of each month thereafter during the sell-off  
5 period, Defendants shall provide Citizens with an accounting of all sales of the  
6 Remaining Bracelet Inventory, by style and quantity, made during the previous  
7 month. (Defendants have already provided two such reports to Citizens for March  
8 10, 2011 and April 10, 2011.) No such sales shall be made except in the ordinary  
9 course of business, which does not include bulk sales to jobbers, distributors, or  
10 wholesalers. On June 17, 2011, Defendants shall deliver the balance of the  
11 Remaining Bracelet Inventory to plaintiff Citizens at 5715 Bickett Street,  
12 Huntington Park, CA 90255. Citizens may then dispose of that inventory as  
13 Citizens sees fit.

14 4. Subject to the exception for Hotsenpiller set forth above in paragraph  
15 1, Defendants hereby assign to Citizens, effective March 31, 2011, all website  
16 domain names that incorporate the word “Humanity”. Defendants shall cooperate  
17 in the technical transfer to Citizens of all such domain names. Such cooperation  
18 shall include but not be limited to: (i) removing all “locks” on such domain names,  
19 (ii) providing to Citizens the “authorization codes” for such domain names, (iii)  
20 executing any and all forms, including electronic forms, reasonably necessary to  
21 aide Citizens in securing registration of the domain names, (iv) not impeding  
22 Citizens’ registration of the domain names, and (v) providing any additional  
23 cooperation reasonably requested by Citizens for securing the transfer of the  
24 domain names.

25 5. Defendants hereby assign to Citizens all trademark registrations and  
26 applications that incorporate the word “Humanity”. Defendants shall cooperate  
27 with Citizens by signing any documents reasonably required to effect the  
28 assignments.

1           6. Defendants are required to terminate, and represent that they have  
2 already terminated, all license agreements between Defendants, or any of them, and  
3 any third party authorizing the use of any mark incorporating the word "Humanity".  
4 To the extent Defendants have not already done so, Defendants shall promptly  
5 provide Citizens with (i) written notices of termination of all such license  
6 agreements and (ii) written acknowledgments of termination by all licensees.

7           7. Defendants shall cooperate to accomplish, and shall sign all documents  
8 reasonably necessary to accomplish, the purposes of this judgment and the parties'  
9 settlement agreement, as evidenced by the Binding Term Sheet they signed on  
10 February 18, 2011.

11           8. In the event that adversarial legal action is necessary to enforce this  
12 judgment or the terms of the Parties' settlement agreement, as evidenced by the  
13 Binding Term Sheet dated 2/18/2011, the prevailing party shall be entitled to  
14 reasonable attorneys' fees incurred in taking such action.

15           9. Except as provided above, or previously ordered by the Court, the  
16 parties shall each bear their own attorneys' fees and costs of suit.

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19 Dated: April 25, 2011



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The Honorable Josephine Staton Tucker

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21 Respectfully submitted by:  
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Ken Freundlich

11 Attorneys for Defendants  
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4 By \_\_\_\_\_  
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9 \_\_\_\_\_  
10 David Chang

11 \_\_\_\_\_  
12 Michael Chang

13 AND APPAREL, INC.

14 By \_\_\_\_\_  
15 Michael Chang

16 Its \_\_\_\_\_

17 MAKE A DIFFERENCE, LLC

18 By \_\_\_\_\_  
19 Helena Cho  
20 Its Managing Member